

Feb 1

**FUNDING AGREEMENT FOR DELIVERY OF
PROFESSIONAL DEVELOPMENT PROGRAMMES**

Contract Number 08-0195

**INFORMATION & COMMUNICATION TECHNOLOGIES (ICT)
PROFESSIONAL DEVELOPMENT CLUSTERS 2008- 2010**

Between the Ministry of Education

and

Board of Trustees Mulberry Grove School

DATE: 29/11/2007

**Ministry of Education
P O Box 1666
117 Lambton Quay
Wellington
Ph: (04) 463 8030
Fax No: (04) 463 8051**

FUNDING AGREEMENT

PARTIES: The Secretary for Education acting by and through Murray Brown, Manager, e-Learning, Schooling, Curriculum, Teaching & Learning, Ministry of Education (“the Ministry”)

and The Mulberry Grove School School Board of Trustees a statutory body corporate established under the Education Act 1989 ("the Board")

BACKGROUND

- A** The Ministry has established the ICT Professional Development Programme with clusters of schools throughout New Zealand with the objective of providing a school based professional development programme for staff in the use of ICT. The Ministry provides funding to one school from each cluster, to enable the school, called a ‘Lead School’, to plan and manage the professional development activities on behalf of the schools in the cluster.
- B** The Ministry has agreed to provide funding for a professional development programme in Information and Communication Technologies (ICT) for the cluster of schools specified in Schedule One of this Funding Agreement (“the cluster schools”) and the Board has agreed that it will provide the programme in respect of the cluster schools.
- C** The Board and the Ministry have agreed to enter into this Funding Agreement to record their respective obligations in relation to the provision of professional development programme for the cluster schools.

THE BOARD AND THE MINISTRY AGREE AS FOLLOWS:

1 Term

This Agreement will start on the date of signing and finish on **February 1st 2011**

However, either party can bring the Agreement to an end before the finish date under section 9 of this Agreement.

2 Obligations of the Board

- 2.1 The Board will provide the professional development programme in ICT ('the Programme') for the cluster schools as specified in the First Schedule.
- 2.2 The Board will provide written reports to the Ministry in accordance with the requirements of the Second Schedule.
- 2.3 The Board will forward information relating to the Programme to the Ministry upon request.
- 2.4 The Board will comply with the relevant Health and Safety Guidelines and requirements of each school when working on their premises. The Board will act in accordance with the Public Service Code of Conduct at all times when providing services under this Agreement. The Code of Conduct is available at <http://www.ssc.govt.nz/display/document.asp?NavID=151>.
- 2.5 You promise that you have no conflict of interest or contractual obligation to another person or organisation that limits your right or ability to perform the work under this Agreement. The Board agrees to notify the Ministry of Education if any such conflict does arise.

3 The Board is not an employee

You are an independent Contractor, not an employee, partner, joint venture partner or agent of the Ministry. You will be responsible for the payment of all amounts due and payable to the Inland Revenue Department.

4 Funding

- 4.1 The Ministry will provide funding to the Board as specified in Schedule Three.
- 4.2 The Board acknowledges that the funding provided under this Funding Agreement is in addition to the annual operations grant payment payable under

section 79 of the Education Act 1989 and any other discretionary allowance made to the Board by the Ministry.

- 4.3 The funding provided by the Ministry under this Funding Agreement must be expended by the Board only to undertake the tasks specified in Schedule One. Any funds unspent at the end of this agreement must be returned to the Ministry of Education.
- 4.4 The Ministry may suspend or cancel payment of any installment of the funding if:
 - a. The Ministry considers that the Board has not complied with any of the terms and conditions specified in this Funding Agreement.
 - b. There are changes in government policy or in the amounts appropriated by Parliament which may affect the payment of the funding.
- 4.5 The Board may be required to repay part of all of any funding it receives under this clause if:
 - a. The Board fails to comply with any of the terms and conditions specified in this Funding Agreement.

5 The Contractor is not to transfer this Agreement

You agree that you will not transfer this Agreement to any other person or organisation.

6 Copyright

***Explanatory note:** The Ministry wishes to be able to share materials developed under this agreement with other schools and where possible to be able to utilise new ideas and systems without any new consents or payments being required. The Ministry recognises that some work may involve the use of material or software owned by others or may be an “add on” to such materials/programmes. Therefore it is critical that relevant warnings accompany the materials so that the Ministry and other school boards are aware of restrictions that may apply to the use of material developed under this agreement.*

- 6.1 All intellectual property rights (including copyright) in all works and material produced under this agreement (“new works”) shall remain the property of the Ministry.
- 6.2 Both parties shall continue to own all intellectual property rights that they held prior to the commencement of this Agreement.

- 6.3 The Ministry agrees that the Boards of all schools involved in the programme may continue to use material developed under this agreement.
- 6.4 The School Board will gain all consents (including consents from third parties) as may be necessary to enable the Ministry and any other party approved by the Ministry, to unconditionally use the works developed under this Agreement at no additional charge
(Refer to Te Kete Ipurangi www.tki.org.nz for more details regarding copyright and privacy issues).

7 Subcontract

The Board will not subcontract services without prior written consent from the Ministry of Education. Any subcontract must state that the copyright in all work produced by the subcontractor remains the property of the Ministry.

8 Variation and review

- 8.1 This Agreement may be varied by agreement in writing and any such variation will then form part of this Agreement.
- 8.2 During the term of this Agreement the Ministry or its agent shall carry out two annual reviews.
- 8.3 Each annual review is to begin by 1 September and conclude by 1 December.
- 8.4 The matters to be discussed in the annual review are:
- a. the performance of the Contractor in delivering and reporting on the services are as specified in the First and Second Schedules;
 - b. the financial statements prepared by the Contractor;
 - c. re-negotiation of the First, Second and Third Schedules of the Agreement to incorporate any changes as agreed by both parties.

9. Termination

- 9.1 Either party may terminate this Agreement if the other party has either breached an obligation or failed to perform an obligation required under this Agreement.
- 9.2 Before it terminates the Agreement the party concerned shall give the party in breach written notice of the breach or non-performance and request that party to remedy the matter within 28 calendar days.

- 9.3 If the party in breach fails to remedy the matter within 28 calendar days of written notice issued under paragraph 9.2, then this Agreement shall be terminated in writing, effective immediately.
- 9.4 Where a notice of termination is served:
 - a. We are only obliged to pay for work already performed; and
 - b. You are not obliged to undertake further work.
- 9.5 Neither party shall be liable to the other for damages, compensation or any other remedy at law or equity for termination of this Agreement.

SIGNATURES OF THE PARTIES TO THIS AGREEMENT

Ministry of Education

Signed by

Murray Brown, Manager, eLearning, Schooling

.....
(Signature)

For and on behalf of **THE SECRETARY FOR EDUCATION**

Dated at _____ **this** _____ **day of** _____ **2007**

Lead School

Signed by

Full name and Title (Must have authority to sign on behalf of the Lead School)

.....
(Signature)

For and on behalf of _____
Cluster Name

Dated at _____ **this** _____ **day of** _____ **2007**

FIRST SCHEDULE

Services to be provided by the Board

Objectives of the Programme

The objectives of the Programme to be provided by the Board under this Funding Agreement are:

- To provide professional development programmes which focus on improving teaching quality and learning outcomes for all students and strengthening communities of professional practice;
- To develop and contribute to the growing resource of expertise, experience and materials in the effective use of ICT;
- To increase capability of teachers and principals to effectively use a range of relevant ICT resources and materials - particularly Ministry of Education supported initiatives - for example, TKI, asTTle, LeadSpace, literacy or numeracy professional development programmes;

Programme to be provided

The Board will provide the Programme according to the Programme Outline, Action Plans and Milestones set out below.

Programme Outline

National Project Outcome	Aotea Cluster Goals	
	Teachers	Students
1. Increased understanding by teachers, principals, students & school communities of the educational benefits of ICT.	<ul style="list-style-type: none"> • Development of a whole-island commitment to teaching and learning that utilizes ICT, and moves from early childhood through the primary schools and into the secondary sector. 	
2. Increased capability of teachers & principals to use ICT for their own professional learning.	<ul style="list-style-type: none"> • Increase use of existing professional learning resources (eg: TKI, Leadspace). • Exploration of distance learning as a means for individuals to extend professionally (eg: acquisition of qualifications). 	
3. Increased capability of teachers & principals to use ICT to facilitate improvements in learning & achievement.	<ul style="list-style-type: none"> • Use of ICT as a means of exploring and implementing the new curriculum (and Te Whariki), specifically the Key Competencies and the Learning Areas. • Introduction and development of Inquiry Learning and Thinking across the cluster, and at appropriate levels. • Use of ICT to access limited resources and meet the needs of specific students (eg: specialist teachers of languages in years 7 & 8, gifted & talented). 	
4. Strengthened professional learning communities and increased collaboration within and across schools.	<ul style="list-style-type: none"> • Continue to develop shared administrative systems (eg: shared database of resources, wider area network between organisations, ICT plans). • Access specific teaching and learning networks off-island as appropriate (eg: early childhood sector, secondary sector, Kura Kaupapa Maori). • Seek opportunities to compliment digital collaboration by physically visiting and participating in other educational settings (eg: 	<ul style="list-style-type: none"> • Increase opportunities for collaboration and sharing with students locally, nationally and internationally.

	conferences, other schools).	
5. A developing rich resource of expertise, experience and materials in effective ICT use at a local and national level.	<ul style="list-style-type: none"> • Commit to sharing some of the practise we develop with others across the cluster but also nationally and internationally, either online (eg: lesson plans on TKI) or in person (eg: presenting at conferences). 	

National Project Outcome 1	Increased understanding by teachers, principals, students & school communities of the educational benefits of ICT.		
Great Barrier Island ICT Cluster Goals	2008	2009	2010
Development of a whole-island commitment to teaching and learning that utilizes ICT, and moves from early childhood through the primary schools and into the secondary sector.	<ul style="list-style-type: none"> • Schedule reflection into all cluster activities (PD sessions, classroom practise etc). • Provide PD on professional reflection as a tool. • (End of year) Use reflections and knowledge gained throughout the year to develop a vision statement for cluster. • Commitment to ICT reflected in 2009 charters, plans, teaching & learning approaches. 	<ul style="list-style-type: none"> • Continue with cluster-related reflection, using vision statement as a reference point. • (End of year) Review and modify cluster vision statement. • Commitment to ICT reflected in 2010 charters, plans, teaching & learning approaches. 	<ul style="list-style-type: none"> • Continue with cluster-related reflection, using vision statement as a reference point. • (End of year) Review and modify cluster vision statement. • Commitment to ICT reflected in 2011 charters, plans, teaching & learning approaches.

FIRST SCHEDULE.....continued**Scope of the programme**

School/Organisation	Principal/Liaison	Roll	No of Teachers
Mulberry Grove School	Indira Neville	30	2.5
Okiwi School	Colin Griffiths	20	1.4
Kaitoke School	Ferna Payne	40	4.5
Aotea Island Playcentre	Tim Danko	20	NA
GBI Correspondence School Unit	Indira Neville	17	1

Action Plan for 2008 (or reference to process of development and consultation with all participants prior to implementation early 2008)

Action Plan 2008		
Key Goals	Key Tasks	Progress Indicators
Development of a whole-island commitment to teaching and learning that utilizes ICT, and moves from early childhood through the primary schools and into the secondary sector.	<ul style="list-style-type: none"> Schedule reflection into all cluster activities. Provide PD on professional reflection as a tool. Develop a vision statement for cluster Commitment to ICT reflected in 2009 charters, plans, teaching & learning approaches. 	<ul style="list-style-type: none"> Cluster participants undertake, share and use reflection as a decision-making tool. Vision statement exists for cluster. 2009 charters, plans and other school-wide documents include cluster-related initiatives and processes. Individual action plans developed for each school, implemented and reported on.
Increase use of existing professional learning resources (eg: TKI, Leadspace).	<ul style="list-style-type: none"> Professional learning resources are researched. Provide PD in the use of professional learning resources. 	<ul style="list-style-type: none"> Cluster members undertake, use, and feedback their use of professional learning resources.
Exploration of distance learning as a means for individuals to extend professionally (eg: acquisition of qualifications).	<ul style="list-style-type: none"> Distance learning options are researched and offered. Individuals are enrolled in relevant courses. 	<ul style="list-style-type: none"> Individual cluster members are involved in study.
Use of ICT as a means of exploring and implementing the new curriculum (and Te Whariki), specifically the Key Competencies and the Learning Areas.	<ul style="list-style-type: none"> One or two competencies/learning areas are selected by each organisation as a focus for 2008. PD provided around these focus areas. 	<ul style="list-style-type: none"> Focus area incorporated into teacher planning and classroom program. PD days are held involving teacher reflection and further planning around focus area. School-wide planning, assessment & reporting procedures include focus area.
Use of ICT to access limited resources and meet the needs of specific groups of students (eg: specialist teachers of languages in years 7 & 8, gifted & talented).	<ul style="list-style-type: none"> On-line limited resources are researched. At least one is incorporated into the classroom with facilitator support. 	<ul style="list-style-type: none"> Teacher planning & classroom programs reflect use of an on-line limited resource.

Continue to develop shared administrative systems (eg: shared database of resources, wider area network between organisations, ICT plans).	<ul style="list-style-type: none"> • Goals & purposes of shared administrative systems decided on by principals/leaders. • Clerical assistant employed to research and set up database/WN. • System is used to undertake cluster-related tasks. 	<ul style="list-style-type: none"> • Goals and purposes of shared administrative system are recorded and available to all. • Clerical assistant is employed and database/WAN established. • Examples of cluster-related tasks utilizing the system are available.
Access specific teaching and learning networks off-island as appropriate (eg: early childhood sector, secondary sector, Kura Kaupapa Maori).	<ul style="list-style-type: none"> • 'Experts' are invited to come, work with relevant organisations, and develop a program for ongoing contact with the island. • Relevant publications and resources are purchases. 	<ul style="list-style-type: none"> • Experts come to the island and undertake ongoing work with cluster members. • A professional library of publications and resources is established and added to throughout the time of the contract.
Seek opportunities to compliment digital collaboration by physically visiting and participating in other educational settings (eg: conferences, other schools).	<ul style="list-style-type: none"> • All principals/leaders attend Learning@school. • All cluster members attend one conference. • All cluster members visit one other educational institution. 	<ul style="list-style-type: none"> • Learning@school is attended by the cluster principals/leaders. • All cluster members have attended one conference. • All cluster members have visited one other educational institution.
Commit to sharing some of the practise we develop with others across the cluster but also nationally and internationally, either online (eg: lesson plans on TKI) or in person (eg: presenting at conferences).	<ul style="list-style-type: none"> • Cluster facilitator applies to present at one conference. 	<ul style="list-style-type: none"> • Cluster facilitator has applied to present at one conference (and hopefully presented).

Assigned Personnel

Project Director/s/ Facilitator: Indira Neville

Project Director/Facilitator Tasks:

- Facilitate and develop shared vision for the cluster as it grows and changes over time.
- Facilitate, design and implement professional development program to support vision.
- Manage cluster finances.
- Meet administrative needs of the cluster including the writing and despatch of milestone reports to the MOE.
- Find opportunities to network and share practice with wider educational community.

Project Director/Facilitator Hours:

It is envisaged that the Project Director/Facilitator will be released for one day a week to work on the contract. Given the small size of the cluster this should be sufficient time to meet both professional development and administration responsibilities.

Other personnel:

The Great Barrier Island Cluster is made up of a diverse range of educational organisations whose total number of fulltime equivalent teachers equals 8.2. Given this, the 'lead teacher' ICT PD cluster model is largely inappropriate. Instead we perceive of the following roles;

Mulberry Grove, Kaitoki, and Okiwi Schools:

The cluster liaison person for each of these schools will be the Principal (who in Mulberry Grove School's case is also the Project Director and facilitator). Otherwise all staff will have access to the same PD opportunities (including the principals who are all teaching principals). For practical reasons the correspondence student supervisor at Okiwi School will work as part of that staff rather than with the unit supervisor at Mulberry Grove.

The Correspondence School Unit:

The teacher in the correspondence school unit is equivalent to .4 of a full-time teacher. They will receive access to PD opportunities and also be responsible for liaising between the Great Barrier Island Cluster and Correspondence School management in Wellington.

Aotea Island Playcentre:

The Playcentre has a committed volunteer parent who will act in effect as a 'lead teacher' for their organisation. They will have access to PD, liaise with the cluster, and drive ICT generally at the Playcentre.

FIRST SCHEDULE.....continued

Milestones

1 Work to be completed to achieve Milestone 1

- 1.1 Expected date of completion of Milestone 1 is **6th June 2008**.
- 1.2 Details of the tasks to be completed by the Contractor to achieve this milestone are:
 - 1.2.1 Liaise with the National Facilitator assigned by the Ministry of Education to this project.
 - 1.2.2 Report on the status of your cluster's completion of the Baseline Survey.
 - 1.2.3 Report on the impact for cluster personnel of the "Learning at School" Conference.
 - 1.2.4 Report on Strengthened professional learning communities and increased collaboration within and across schools.
 - 1.2.5 Report on the progress against individual school action plans.
 - 1.2.6 Submit a progress report to the Ministry by the milestone date on each of the above tasks, as per the Second Schedule of this agreement.

2 Work to be completed to achieve Milestone 2

- 2.1 Expected date of completion of Milestone 2 is **21st November 2008**.
- 2.2 Details of the tasks to be completed by the Contractor to achieve this milestone are:
 - 2.2.1 Liaise with the National Facilitator assigned by the Ministry of Education to this project.
 - 2.2.2 Complete the contract review and variation template that includes
 - 2.2.3 Brief overview of the following three areas: Implementation of your cluster programme, leadership and strategic Planning, Development of a professional learning community. This should include individual reports from each school.
 - 2.2.4 Cluster Action Plan for 2009 (goals tasks success criteria)
 - 2.2.5 Revised budget for 2009 under 5 codes)
 - 2.2.6 Update contact details
 - 2.2.7 Report on Strengthened professional learning communities and increased collaboration within and across schools.
 - 2.2.8 Report on the progress against individual school action plans.

- 2.2.9 Submit a progress report to the Ministry by the milestone date on each of the above tasks and relevant performance measures, as per the Second Schedule of this agreement.

3 Work to be completed to achieve Milestone 3

- 3.1 Expected date of completion of Milestone 3 is **5th June 2009**.
3.2 Details of the tasks to be completed by the Contractor to achieve this milestone will be developed during the 2008 annual review.

4 Work to be completed to achieve Milestone 4

- 4.1 Expected date of completion of Milestone 4 is **20 November 2009**.
4.2 Details of the tasks to be completed by the Contractor to achieve this milestone will be developed during the 2008 annual review.

5 Work to be completed to achieve Milestone 5

- 5.1 Expected date of completion of Milestone 5 is **4 June 2010**.
5.2 Details of the tasks to be completed by the Contractor to achieve this milestone will be developed during the 2009 annual review.

8 Work to be completed to achieve Milestone 6

- 6.1 Expected date of completion of Milestone 6 is **1st February 2011**.
6.2 Details of the tasks to be completed by the Contractor to achieve this milestone will be developed during the 2009 annual review.

SECOND SCHEDULE – Reporting

1. The Board will provide a Milestone Report to the Ministry together with a GST invoice and Disbursements Schedule, within 5 working days of the expected date of completion of each Milestone specified in the Second Schedule.
2. Each Milestone report shall contain a statement summarising the work during the milestone period, commenting on any significant progress on the objectives, performance measures (when appropriate) or related issues, and noting any planned modifications to the programme(s) as a result of the feedback received.
3. Each Milestone Report shall contain a summary of the Contractor's self-assessed performance on each of the milestone tasks. Each summary must include explanations of any variances from the milestone tasks.

4. Baseline and End of Project surveys provided by the Ministry are required by all participants in the ICT-PD Programme.

THIRD SCHEDULE - Payments

1. The Ministry will provide funding to the Board up to a maximum amount of **\$15000.00** GST inclusive.

Project Budget

Professional fees	\$ 32322.00
Professional costs	\$ 73377.00
Operational costs	\$ 11134.50
Teacher Development funds	\$ 16500.00
Total	\$ 133333.35
GST	\$ 16666.65
Total Funding	\$ 150000.00

THIRD SCHEDULE – Payments.....continued

Payment:	Date	Net	GST	Total
On Signing	Dec 07	7555.56	944.44	8500
January 08	1.1.08	7555.55	944.45	8500
April 08	1.4.08	7555.56	944.44	8500
July 08	1.7.08	11000.00	1375.00	12375
October 08	1.10.08	11000.00	1375.00	12375
January 09	1.1.09	11000.00	1375.00	12375
April 09	1.4.09	11000.00	1375.00	12375
July 09	1.7.09	11000.00	1375.00	12375
October 09	1.10.09	11000.00	1375.00	12375
January 10	1.1.10	11000.00	1375.00	12375
April 10	1.4.10	11000.00	1375.00	12375
July 10	1.7.10	7555.55	944.45	8500
October 10	1.10.10	7555.56	944.44	8500
February 11	1.12.11	7555.55	944.45	8500
Total		133333.33	16666.67	150,000

2. The Ministry will pay the Funding to the Board in accordance with the following table on the completion, to the satisfaction of the Ministry, of the services described in each Milestone, the provision of reports as specified in the SECOND SCHEDULE and on the receipt of a GST invoice:

3. All payments apart from onsigning and payment on the final milestone on contract completion, will be by automatic payment into the lead school account. The onsigning payments and final milestone payment will be on invoices presented with the appropriate documentation and will be paid after all cluster obligations have been met.

4. You acknowledge the Ministry's expectation of transparency with regard to the use of funds paid to you under this agreement and agree to submit regular Disbursement Schedules showing how the payments made by the Ministry under this Agreement have been expended.

THIRD SCHEDULE – Payments.....continued**Disbursements Schedule**

This Schedule details how the amounts for Professional Fees, Professional Costs, and Operational Costs have been disbursed. The schedule will include the following details:

ICT Professional Development Cluster**Contract No. 08-#####****Disbursements Schedule**

Milestone No. ____

To: Murray Brown
 ICT Unit
 Curriculum Teaching & Learning
 Ministry of Education
 PO Box 1666
 WELLINGTON

From: Indira Neville
 Mulberry Grove School
 Shoal Bay Rd
 RD1 Great Barrier Island

For Professional and Operational Costs:

	3yr Budget	Actual-to-date	Cumulative %
Professional Fees	\$ 32322.00	\$	
Professional Costs	\$ 73377.00	\$	
Operational Costs	\$ 11134.50	\$	
Teacher	\$ 16500.00	\$	
Development Costs (if relevant)			
plus Goods and Services tax	\$16666.65	\$	
Total	\$150000.00	\$	